

AGENCY SHOP

SAFETY MANAGEMENT

Within thirty (30) days of April 13, 2004, an election shall be conducted within the Safety Management and Unit, Sheriff's Sergeants, Deputy Sheriff Criminalists III and Supervising District Attorney Investigators only, to determine whether the following provision regarding agency shop shall be incorporated into the terms and conditions of employment for the Safety Management and Supervisory Unit. If by such an election the majority of the members of the affected classifications in the Safety Management and Supervisory Unit casting ballots approve inclusion of this agency shop provision.

Effective the pay period beginning May 29, 2004, all current employees who are in the job classifications of Sheriff's Sergeant, Deputy Sheriff Criminalist III and Supervising District Attorney Investigator, shall become a member of SEBA or pay via payroll deduction to SEBA an agency fee in an amount equal to SEBA's bi-weekly dues or a lesser amount designated by SEBA. Employees who are hired after May 29, 2004, and who are in an affected job classification within this Unit, shall within the first pay period from the date of commencement of duties as an employee, become a member of SEBA or pay via payroll deduction to SEBA an agency fee in an amount equal to SEBA's biweekly dues. Excepted from the above are extra-help and recurrent employees. Dues and agency fees withheld by the County shall be transmitted to the SEBA officer designated in writing by SEBA as the person authorized to receive such funds, at the address specified. The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member covered by the Article to remain a member in good standing of SEBA or to pay the prescribed fee during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The County shall not be obligated to put into effect any new, changed or discontinued dues deduction until a payroll deduction card is submitted to the Auditor/Controller-Recorder in sufficient time to permit normal processing of change or deduction. Agency fees shall automatically be deducted from employees who elect not to become members of SEBA

No unit member shall be required to join SEBA or to authorize an agency fee payroll deduction if the unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee

must, instead, arrange with SEBA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: County Employees Combined Giving Campaign; Teddy Bear Tymes; or the Salvation Army. SEBA shall be responsible for determinations under this paragraph. Proof of such payments shall be submitted to the County on a monthly basis as a condition of continued exemption from the agency fee requirement.

SEBA shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues which are applicable to public sector labor organizations.

Whenever a unit member shall be delinquent in the satisfaction of his or her obligation described above, SEBA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the County Employee Relations Division Chief. In the event the unit member fails to cure said delinquency, SEBA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

The County shall not involuntarily deduct from non-members monies specifically earmarked for a Political Action Committee or other political activities.

SEBA shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members of SEBA within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the unit pursuant to Government Code Section 3502.5(d).

SEBA hereby agrees to defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article. SEBA's indemnity and liability obligation is more fully set forth as follows:

SEBA shall defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, SEBA shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County or its officers and employees because of any application of this Article shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SEBA shall not diminish SEBA's defense and indemnification obligations under this Agreement.

The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SEBA of such action, provide SEBA with all information, documents, and assistance necessary for SEBA defense or settlement of such action and fully cooperate with SEBA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SEBA.

SEBA upon its compromise or settlement of such action or matter shall timely pay the parties to such action all sums due under such settlement or compromise. SEBA, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.